EXHIBIT A

2/8/2017 Zelaznik Depo Tr. Excerpts

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

Cung Le, Nathan Quarry, Jon )
Fitch, on behalf of )
themselves and all others )
similarly situated, )

Plaintiffs, )

v. )
Case No. )
2:15-cv-01045-RFB-(PAL)

Zuffa, LLC, d/b/a Ultimate )
Fighting Championship and )
UFC, )
Defendant. )
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CONFIDENTIAL

VIDEOTAPED DEPOSITION OF MARSHALL ZELAZNIK
SANTA MONICA, CALIFORNIA

FEBRUARY 8, 2017 11:18 A.M.

Reported by: Cheryl M. Haab, CSR No. 13600, RPR, CLR Job No. 48484

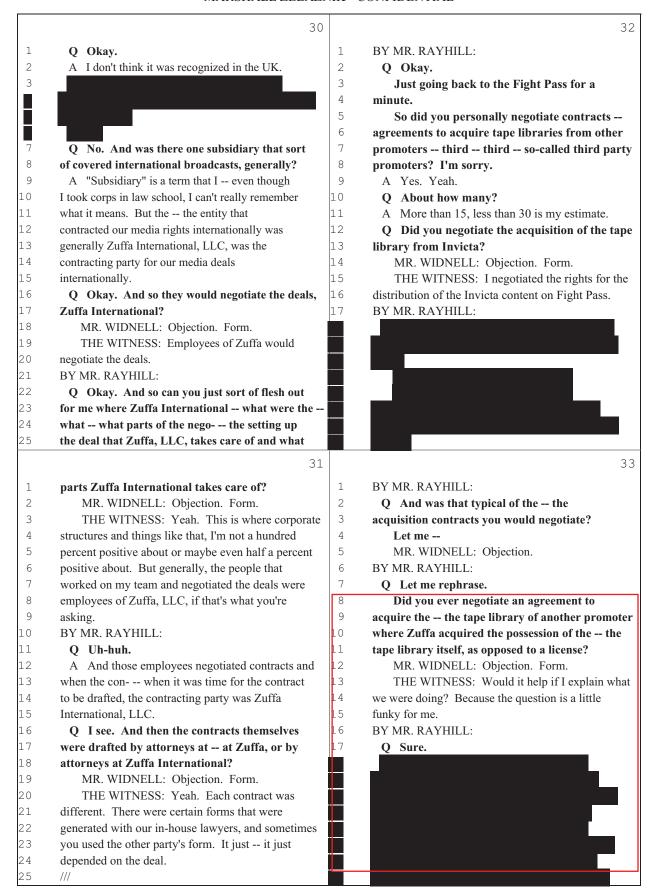
Case 2:15-cv-01045-RFB-BNW Document 365-6 Filed 03/24/17 Page 3 of 10

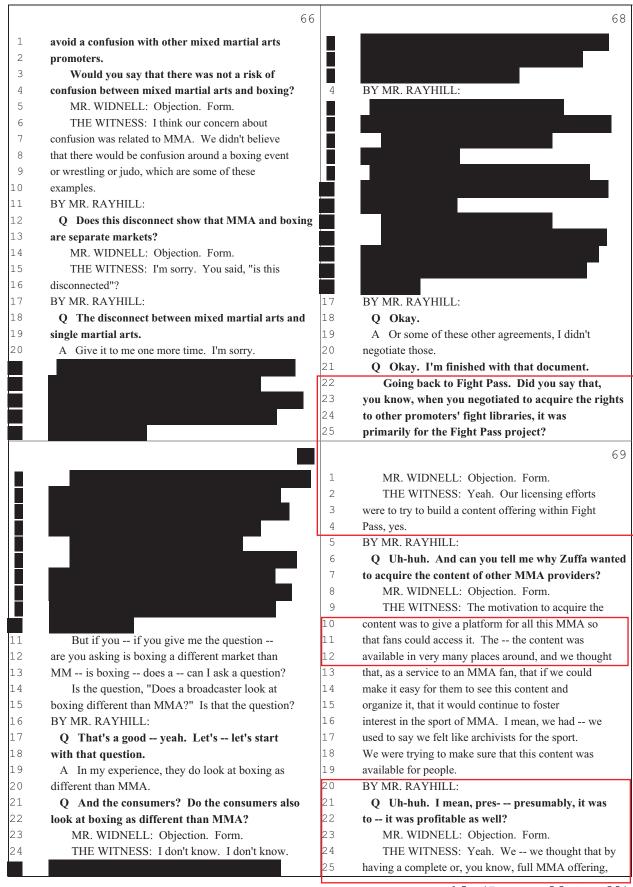
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BY: KEVIN E. RAYHILL, ESQ. 5 March 4, 2011 (ZUF-00228479-486) 5 krayhill@saverilawfirm.com 6 Exhibit 175 E-mail string (ZFL-0916483-485) 77 77 78 78 78 78 78 7	4			4		31	
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BY: NICHOLAS A. WIDNELL, ESQ. nwidnell@bsfllp.com BOIES, SCHILLER & FLEXNER LLP 1999 Harrison Street, Suite 900 Oakland, California 94612 BY: BRENT K. NAKAMURA, ESQ. bnakamura@bsfllp.com Also Present: TIMOTHY BELLAMY, ESQ. JOHN AZPILICUETA, Videographer 12 Exhibit 182 E-mail string (ZFL-1121583-585) 134 Exhibit 183 "ZFL1514933 12'13 Zuffa IS YTD Side by Side" 15 Exhibit 184 "Marketing and Promotion Services 151 Agreement" (ZUF-00228470-478) 17 Exhibit 185 E-mail string (ZFL-0108886-928) 18 Exhibit 186 E-mail string (ZFL-1448354) 18 Exhibit 186 E-mail string (ZFL-1448354) 18 Exhibit 187 E-mail string (ZFL-1448354) 19 Exhibit 188 E-mail string (ZFL-0973145-149) 17 Exhibit 188 E-mail string (ZFL-1498982) 184 20 Exhibit 189 E-mail string (ZFL-1498982) 184		· · · · · · · · · · · · · · · · · · ·		11	Exhibit 180 E-mail string (ZFL-1001761-763)		
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1	FEBRUARY 8, 2017, 11:18 A.M.	1	Okay?
2	SANTA MONICA, CALIFORNIA	2	Of course, when I ask a question, your
3	00	3	
4	THE VIDEOGRAPHER: Good morning. This begins		their objection in, and then you can go ahead and
5	Media No. 1 to videotaped deposition of Marshall	5	answer, unless they instruct you not to answer based
6	Zelaznik, in the matter of Cung Le et al., versus	6	on the privilege. But otherwise, after the
7	Zuffa, LLC, et al. This case is in the United States	7	objection, you can go ahead and answer the answer
8	District Court, District of Nevada, with case number	8	the question.
9	2:15-ev-01045-RFB. Today's date is	9	Please make sure you reply verbally so that
10	February 8, 2017, and the time is 11:18 a.m.	10	it goes on the record. Shakes of the head don't get
11	This deposition is taking place at	11	recorded.
12	401 Wilshire Boulevard, Suite 850, Santa Monica,	12	
13	California 90401. The videographer is John	13	I think that's all I've got.
14		14	So can you state your name for the record.
15	Azpilicueta, here with our court reporter, Cheryl Haab. We're both with David Feldman Worldwide in		A Sure. Marshall Zelaznik, Z-e-l-a-z-n-i-k.
16			
17	New York, New York.		
18	At this time, would counsel please introduce	1.0	
	yourselves and state whom you represent.	18	Is there any reason you cannot answer the
19 20	MR. RAYHILL: I'm Kevin Rayhill from the	19	questions I put to you today fully, completely,
	Joseph Saveri Law Firm, representing the plaintiffs.	20	truthfully?
21	MR. WIDNELL: I'm Nicholas Widnell with	21	A No reason.
22	Boies, Schiller & Flexner, representing Zuffa, LLC,	22	Q Any medications that might impair your
23	and Mr. Zelaznik.	23	ability to
24	MR. NAKAMURA: I'm Brent Nakamura, also from	24	A No, sir.
25	Boies, Schiller & Flexner, representing Zuffa, LLC,	25	Q answer?
	7		9
1	as well as the deponent.	1	Very good. Thank you. When would you say
2	MR. BELLAMY: And I'm Tim Bellamy. I'm an	2	you first learned about this lawsuit?
3	in-house attorney with Zuffa, LLC.	3	, ,
4	THE VIDEOGRAPHER: Thank you.	4	maybe? I'm not sure. Somewhere in there.
5	May the court reporter please swear in the	5	Q That sounds about right.
6	witness.	6	Have you read the complaint?
7	(Whereupon, the witness was duly sworn by the	7	A No.
8	court reporter.)	8	Q Any of the court orders or filings?
9	oOo	9	A Just an order I signed, a document ensure
10	EXAMINATION	10	promising to maintain the privileges, I guess, and
11	BY MR. RAYHILL:	11	the protective order.
12	Q Okay. Good morning. I'm Kevin Rayhill. I	12	Q Very good. Do you know any of the named
13	represent the plaintiffs, and I'll be asking you	13	plaintiffs personally Cung Le, Nate Quarry, Kyle
14	questions today about your role and your time at	14	Kingsbury?
15	Zuffa.	15	A I know them as fighters of the UFC, but in
16	I understand you're an attorney. Isn't	16	terms of what "personally" means, I didn't have a
17	that is that right?	17	personal relationship with them. But I would have
18	A That's right.	18	met some of them, I suspect.
19	Q I'm going to go through a few housekeeping	19	Q Very good. Understood.
20	things, but probably it will be old news to you.	20	Do you still have any financial interest in
21	First of all, if you need to take a break,	21	Zuffa?
22	just say the word, and you know, we can we can	22	A No.
23	certainly accommodate you, provided if I've asked	23	Q So no deferred compensation or anything like
24	the question, I just ask that you answer the	24	along those lines coming to you from Zuffa?
25	question before taking a break.	25	A
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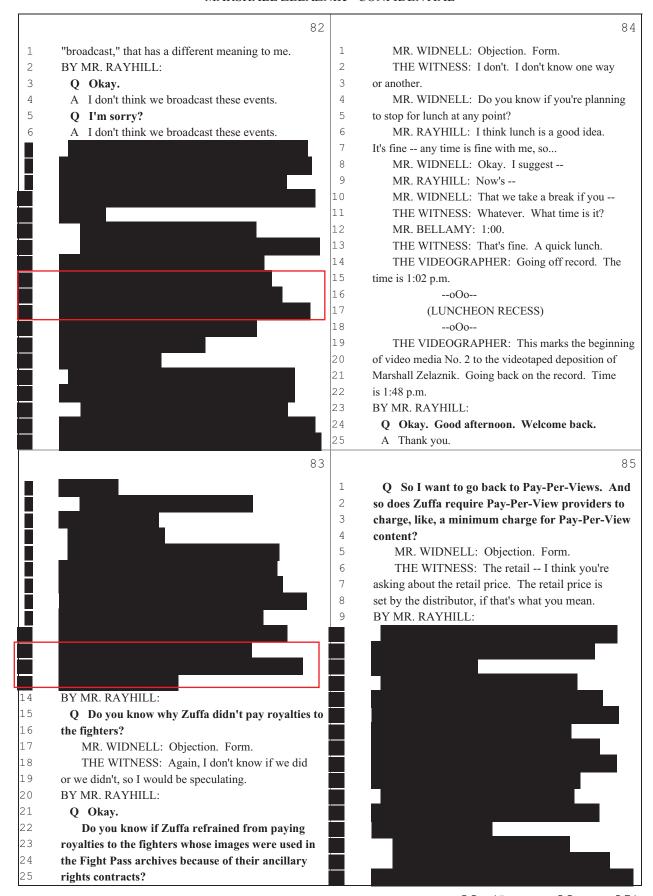
14 16 1 broadcast on UFC.com? 1 THE WITNESS: They might start at UFC.com as 2 2 a way to get to the content. Because from UFC.com A Well, there was a team that generated 3 original content. So they would write stories, 3 you could get to the area in the system where that 4 create video assets that would focus on an upcoming 4 content was available. 5 event or a fighter. It was primarily a marketing 5 BY MR. RAYHILL: 6 6 tool, is what UFC.com was. It was a way to get Q And what area was that? 7 7 information to fans about what was coming up in the A It was primarily available within our Fight 8 8 UFC or what just happened in the UFC, sort of news Pass product. 9 and information. So it was information like that, 9 Q Okay. Fight Pass, that's a program that --10 10 primarily. There were win/loss records maintained that you developed; is that correct? 11 there. There were fighter bios that were updated. 11 A One of many that was a part of it. But I was 12 12 There were TV scheduling information so you knew part of the team that helped build that business. 13 where to go to watch the UFC. Things like that. 13 Q Were you part of the team that sort of came 14 Q Uh-huh. So was any -- like, a fight tape 14 up with the concept for the business? 15 15 content broadcasted through the UFC.com? A Yes. I think we were inspired to be creative 16 16 A Yeah. If there were -- if -- generally, the about how we might take advantage of all of the 17 content was produced by the production group, which 17 library that UFC Zuffa had as a way to get it into 18 18 I didn't -- wasn't responsible for. So whatever the hands of the fans. So yeah. I think that would 19 content was produced, we looked for ways to 19 be a "yes." 20 20 distribute that content. Sometimes it would be on Q And so -- I'm not sure if you said it, but I 21 UFC.com, and sometimes it would be another place or 21 believe you started in 2013 as the chief content 22 22 multiple places. officer: is that correct? 23 23 Q So would -- in terms of the content of the --A Yeah. I think that's around the right time 24 the MMA content that was distributed on UFC.com 24 frame, yeah. 25 would that have included any of the tape libraries 25 Q Okay. And so when you started as chief 15 17 1 that you or others at UFC acquired from other 1 content officer, was that part of your portfolio 2 2 promoters? that was part of your duties? 3 MR. WIDNELL: Objection. Form. 3 A It became part of the duties. It wasn't --4 THE WITNESS: I'm not sure what you mean by 4 when I started -- when I -- my title shifted to 5 "tape library." 5 chief content officer, Fight Pass wasn't a product 6 BY MR. RAYHILL: 6 we were incubating or developing at that time. It 7 7 Q So taped -- videotape of MMA events that came later. 8 other promoters had put on in -- in the past. 8 Q Okay. How much later? Do you remember, 9 9 roughly, when it started? A It sounds like you're asking about the 10 10 third -- what we would call third party MMA. The A Well, if my math is right and I was about 11 acquisitions we made regarding those libraries for 11 three years as chief content officer, and Fight 12 Fight Pass --12 Pass, I think, launched at the end of '13, it would 13 13 have been somewhere in the -- that year, so to Q Yes. That's correct. 14 14 speak, or within months of me moving over to that A -- right? 15 15 I don't know if we -- it wasn't part of our title exclusively. 16 normal practice to put that content on UFC.com. But 16 Q Okay. So while you were chief content 17 it doesn't mean that we didn't. I would -- it 17 officer, did you also negotiate other broadcasting 18 wouldn't surprise me if we had from time to time, 18 contracts? 19 19 A Yes. but not usually. 20 Q I see. So it wasn't like a regular outlet --20 Q And can you tell me a little bit about the 21 21 let -- let me rephrase. types of contracts that you would have negotiated? 22 22 And -- and a fan who wanted to view some of A I was -- I just want to make sure, because 23 23 that content probably wouldn't go to UFC.com as an you've got it when I was a chief content officer is 24 avenue to view it? 24 the time period; right? So from '13? 25 25 MR. WIDNELL: Objection. Form. Q Well, let's -- we'll start with that. And

5 (Pages 14 to 17)

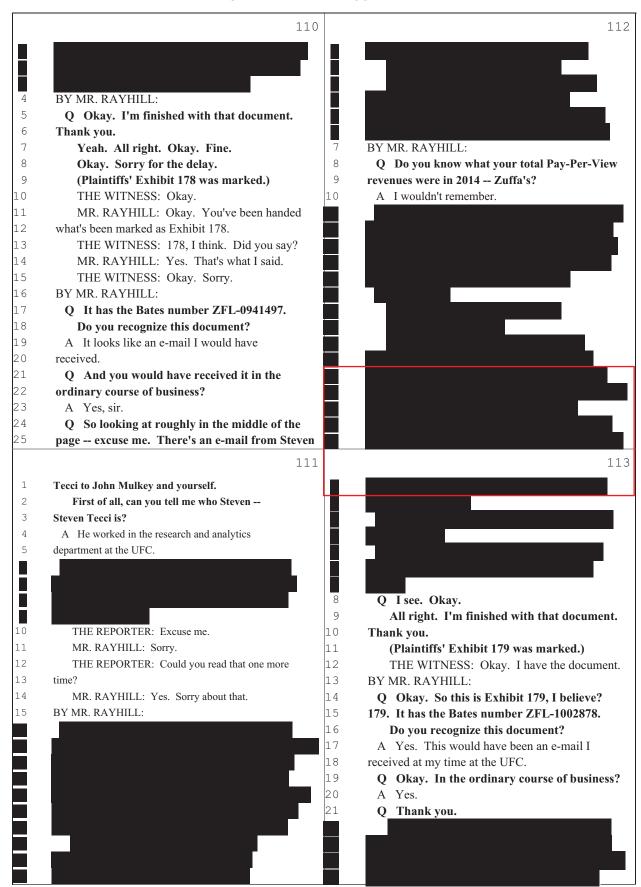




70 72 it would make the product more interesting to a 1 THE WITNESS: The use of that content? 2 2 BY MR. RAYHILL: consumer, yes. BY MR. RAYHILL: 3 3 O Yes. 4 O But also more profitable to -- to Zuffa. 4 A Yeah. The use of that content with 5 Presumably, the more people who are interested in 5 everything else, it's a marketing effort, yes. 6 watching Fight Pass, the more subscriptions Zuffa 6 Q Would you say that was one of the motivations 7 7 gets, the more money it makes? for kind of developing the Fight Pass program? MR. WIDNELL: Objection. Form. 8 8 MR. WIDNELL: Objection. Form. 9 THE WITNESS: If we had people interested in 9 THE WITNESS: Sorry. What was one of the 10 10 the product and they bought it, it would generate motivations? 11 more revenue, yes. 11 BY MR. RAYHILL: 12 BY MR. RAYHILL: 12 O To sort of have access to these archival 13 materials that could generate interest for upcoming 14 **UFC** fights? 15 MR. WIDNELL: Objection. Form. 16 THE WITNESS: Yeah. I'm not -- I -- it 17 wasn't a motivating factor for us, as we were 18 developing the business, to acquire the rights to 19 some of this content. It wasn't, in the way we 20 looked at it, no. 21 BY MR. RAYHILL: 22 Q So I may have asked, but can you just tell me 23 what -- what was the -- the motivation? What was 24 driving this -- the -- the desire to acquire these 25 libraries from other promoters? 71 73 1 MR. WIDNELL: Objection. Form. 2 THE WITNESS: Yeah. You did, but yeah, I 3 don't mind answering again. 4 The idea was to broaden the interest in Fight BY MR. RAYHILL: 5 Pass by having more MMA content in it, and to expose 5 6 Q Okay. Does Zuffa use some of the content 6 fans to more content in the space, make the offering 7 7 more interesting. And then, as time went on, we in -- in -- in these acquired libraries to generate 8 interest for specific fights? For example, if a 8 thought we were becoming archivists; we were trying 9 9 fighter had fought for one of the acquired to make sure that this content was available and 10 10 promoters' library, fighter -- if a UFC fighter had accessible. 11 11 fought for one of the promoters whose library you BY MR. RAYHILL: 12 acquired, and then that fighter had a fight coming 12 Q Based -- based on your experience working in 13 13 up, it would help generate interest for that fight the industry for ten years, as you did, would you 14 for Zuffa to show some of his old fights, maybe --14 say it gave Zuffa a competitive advantage to have 15 15 his or hers? access to these libraries over other MMA 16 MR. WIDNELL: Objection. Form. 16 competitors? 17 17 THE WITNESS: We would use fight footage from MR. WIDNELL: Objection. Form. 18 18 THE WITNESS: Yeah. Competitive advantage in the fighter that may have existed before they fought 19 in the UFC. 19 what sense? 20 20 BY MR. RAYHILL: BY MR. RAYHILL: 21 21 Q Gave them more of a market presence, let's Q Yeah. 22 22 A That -say. Elevated their -- people's awareness of Zuffa 23 23 in the MMA market? Q So it helps generate interest for upcoming 24 24 MR. WIDNELL: Objection. Form. 25 2.5 THE WITNESS: I don't -- not sure how to MR. WIDNELL: Objection. Form.



22 (Pages 82 to 85)



29 (Pages 110 to 113)